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joint tenancy, but creates an estate in common, which, upon the death of the parties, would descend to their respective heirs. *Wright, et al.* v. *Knapp,* (Mich. 1915) 150 N. W. 315.

As a general proposition a conveyance to a husband and wife, as such, creates an estate of entirety, and does not make them joint tenants or tenants in common. *Fisher* v. *Provin,* 25 Mich. 347; *Aetna Ins. Co.* v. *Resh,* 40 Mich. 241; *Jacobs* v. *Miller,* 50 Mich. 119, 15 N. W. 42. The principal case is taken out of the general rule because a grantor cannot convey directly to himself. The minority, assuming this to be true, still find a valid conveyance to the wife on the ground that where one of several grantees, for any reason, is incapable of taking, one or others capable of taking shall take the whole. *Dowsett* v. *Sweet,* 1 Ambler, 175; *Humphrey* v. *Tayleur,* Id. 136; *Ball* v. *Deas,* 2 Strob. Eq. (S. C.) 24, 49 Am. Dec. 651; *Cameron* v. *Steves,* 9 N. Brunsw. 141; *McCord* v. *Bright,* 44 Ind. App. 275, 87 N. E. 654. The majority treats the conveyance as reserving an equal interest to the grantor, making him and his wife tenants in common and allowing their shares to descend to their respective heirs. The minority seems to follow the spirit of the deed more closely than the remainder of the court inasmuch as the clear intention as expressed in the words "the survivor to have full ownership of the same" was to create a joint tenancy, and where such is the case and one is unable to participate, the survivor takes the entire estate. *Buffor* v. *Bradford,* 2 Atk. 220; *Gardner* v. *Printup,* 2 Barb. 83.

HUSBAND AND WIFE—EXTINGUISHMENT OF ANTE-NUPTIAL DEBTS.—Plaintiff and defendant are wife and husband. At the time of the execution, by the plaintiff, of the mortgage involved in this case, they were not married. Plaintiff instituted this action against defendant, her husband, to cancel the mortgage on the ground that it had been extinguished by the inter-marriage of the parties. Under the statute the wife has control over her property and can sue and be sued in respect thereto. *Held,* (two judges dissenting) that the common law doctrine as to the unity of husband and wife has been abrogated to the extent that the obligations incurred before the marriage relation was entered into are not extinguished by the marriage. *McKie* v. *McKie,* (Ark. 1915), 172 S. W. 891.

The rule at common law was that the intermarriage of debtor and creditor extinguished the obligation. *Abbot* v. *Winchester,* 105 Mass. 115, *Power* v. *Lester,* 23 N. Y. 527. The reason for the rule was that the legal identity of the wife was merged in that of the husband, and he became entitled to her personal property and the rents and profits of her real estate. *Butler* v. *Ives,* 139 Mass. 202. The question involved in the instant case—whether modern statutes giving a wife control of her separate estate and the right to sue and be sued in respect thereto has abrogated the rule as to extinguishment of ante-nuptial debts by marriage—has been passed upon in several states. Some courts have construed these statutes strictly and held that unless the rules at common law have been expressly changed, they are still in full force and that therefore ante-nuptial debts are extinguished by marriage. *Long* v. *Kinney,* 49 Ind. 235; *Shilling* v. *Dormody,* 102 Tenn.

439; *Smiley* v. *Smiley,* 18 Oh. St. 543. Other courts have favored a more liberal construction of these statutes and held that ante-nuptial debts are not extinguished by marriage of debtor and creditor. *Wilson* v. *Wilson,* 36 Cal. 447; *Clark* v. *Clark,* 49 Ill. App. 163. This construction has even been adopted in states where husband and wife cannot sue each other. *Carlton* v. *Carlton,* 72 Me. 115; *Butler* v. *Ives,* 139 Mass. 202.

HUSBAND AND WIFE—DOWER.—Plaintiff's husband conveyed a tract of land to defendant, the chief value of which lay in gas and oil. The husband is still living, but he has deserted the plaintiff. The plaintiff did not join in the conveyance. Injunction was brought to enjoin the defendant from drilling for oil and gas and to prevent him from impairing her inchoate dower right. *Held,* (one judge dissenting) that the action was an unusual one, that no case had been found in which waste had been enjoined during lifetime of the husband, upon suit of wife for protection of her dower right, that plaintiff's dower right was inchoate and subject to changes and depreciation which may occur during husband's lifetime. *Rumsey* v. *Sullivan,* (1914) 150 N. Y. Supp. 287.

Dower is said to be a favorite of the law, *Greene* v. *Huntington,* 73 Conn. 106. "There are three things highly favored in law—life, liberty and dower." *Co. Litt.* 1246. It is an existing incumbrance within the covenant of incumbrances. *Shearer* v. *Ranger,* 22 Pick. 447; *Jones* v. *Gardiner,* 10 Johns. 266; *Russ* v. *Perry,* 49 N. H. 547. It is considered a valuable consideration for a conveyance to the wife. *Bullard* v. *Briggs,* 7 Pick. 533; *Smart* v. *Haring,* 14 Hun. 276. In proceeding for condemnation of real property under eminent domain, the inchoate right of dower of the wife is recognized and protected in the proceeds as against the husband. *In re Brooklyn Bridge,* 143 N. Y. 640. A wife may maintain, in the lifetime of the husband, an action to cancel, as forged, a recorded deed purporting to have been executed by her together with her husband. *Clifford* v. *Kampfe,* 147 N. Y. 383. The inchoate dower right has been recognized as such a right as to entitle the wife, during the lifetime of the husband, to redeem mortgaged land of husband sold under foreclosure. *McKenna* v. *Fichlity Trust Co.,* 183 N. Y. 411; *Davis* v. *Witherell,* 13 Allen. 60; *Patton* v. *Stewart,* 19 Ind. 233. Although the inchoate dower right is not an estate in lands nor a vested interest therein, it appears from the above citations to be a substantial right, possessing in contemplation of law the attributes of property and to be estimated and valued as such, (2 SCRIBNER, DOWER 8), and whenever the right has been threatened by destruction or impairment, the courts have protected it. *Matter of Brooklyn Bridge,* 143 N. Y. 640. And in *Brown* v. *Brown,* 94 S. C. 492, the court came, upon almost identical facts with those of the instant case, to the conclusion that an injunction would lie to restrain waste in order to protect the inchoate dower right.

INSURANCE—INJURED EMPLOYEE'S RIGHT TO REACH FUND UNDER EMPLOYER'S LIABILITY POLICY.—Plaintiff sued defendant for damages on account of injuries received while in the employ of defendant. Judgment was rendered for $1,650 in favor of plaintiff but only $124 was obtainable on execu-